

## **ENVIRONMENTAL, SOCIAL AND HEALTH SERVICES**

### **COMBINED SYNOPSIS/SOLICITATION**

#### **MCC-13-RFP-0082**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [Subpart 12.6](#), as supplemented with additional information included in this notice.

This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

- (i) The solicitation number is MCC-13-RFP-0082. This solicitation is issued as a request for proposal (RFP).
- (ii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-64.
- (iii) This solicitation is not a set aside.
- (iv) Contract line item number(s) and items, quantities and units of measure are included in the solicitation.
- (v) The MCC requires Environmental, Social, and Health Services (ESHS) to support the identification, assessment, design, implementation, and evaluation of MCC-supported projects.
- (vi) Dates and places of delivery are included herein. Acceptance is at the Government location and all deliveries are FOB destination.
- (vii) The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition. Addenda are attached.
- (viii) The provision at [52.212-2](#), Evaluation -- Commercial Items is included. The evaluation criteria included in paragraph (a) are:
  - A. Firm Professional Qualifications, Sector Experience, and Staff Expertise
  - B. Management
  - C. Past Performance
  - D. Price
- (ix) Offerors shall include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Items, with its offer, unless this information is in ORCA. In the event this information is in ORCA, only submit section b of the provision.
- (x) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition. Addenda are attached.
- (xi) The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition.

(xii) The contracting officer has determined that additional specific terms and conditions (MCC Clauses) are necessary to implement the most current provisions. However, the terms and conditions are consistent with customary commercial practices.

(End of Section A)

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## **SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

### **B.1 SERVICES TO BE PROVIDED**

The Millennium Challenge Corporation (MCC) is soliciting to award multiple indefinite delivery/indefinite quantity (IDIQ) contracts in support of the MCC Environmental and Social Performance Division (ESP) within the Department of Compact Operations (DCO). The selected Contractors shall provide Environmental, Social, Health, and Safety (ESHS) Services as ordered by individual Task Orders within the scope of the Contract ID/IQ Contract in Support of Compact Development and Implementation.

MCC seeks expertise and assistance from companies in the following areas:

1. Environmental and social management
2. Social assessment and management
3. Resettlement

MCC recognizes that some specialized firms may provide excellent services in a subset of these areas. For that reason, firms are invited to propose services in one, two, or all three of the functional areas listed above. MCC assumes that project management in support of these technical areas is a core function that all firms can assume.

#### **Contract Period (3 Years)**

**\*CLIN 0001: Environment and Social Management:** Time and Materials

SubCLIN: 0001a: Direct Labor

SubCLIN: 0001b: Other Direct Costs

**\*CLIN 0002: Environment and Social Management:** Firm Fixed Price

\*Awarded task order will include CLIN 0001 for T&M orders / CLIN 0002 for FFP orders.

### **B.2 PRICING ARRANGEMENT/CONTRACT TYPE**

This is a multiple award IDIQ contract in which either Time and Materials, Firm Fixed Priced, or Combination (with firm fixed price portions and with time and materials portions) Task Orders will be awarded. Task Orders shall be issued utilizing the provisions of the Federal Acquisition Regulation (FAR) Part 16 Fair Opportunity and all other relevant provisions and clauses.

### **B.3 FUNDING**

Funding will be obligated in Individual Task Order(s) for the services to be provided. The Government is not obligated to reimburse and the Contractor shall not incur any costs in excess of the total amount allotted by the Government to the Task Order. The Contractor assumes the risk for any increased costs beyond what the Government obligates. Funding from one task order shall not be used to expense work on another task order unless a modification to both task orders has been issued, in writing, by a warranted Contracting Officer. Increases in ceiling or funding amounts shall only be accomplished through direction and/or execution of modifications against the Task Orders.

## B.4 INDEFINITE DELIVERY/INDEFINITE QUANTITY

Minimum Obligation: The minimum obligation is established at \$2,500.00 for the Contract Period.

Maximum: The maximum obligation is established at \$15,000,000.00 for the Contract Period.

## B.5 SCHEDULE

Unless expressly identified otherwise in a Task Order, the Contractor shall furnish all personnel, facilities, equipment, supplies, transportation, and other services required to provide Project consulting services to the MCC in accordance with Section C, Statement of Work, and the terms and conditions contained herein. The required services are to be provided at the fixed rates set forth in Section J, Attachment 2. The labor categories, fully burdened hourly billing rates (inclusive of direct labor, fringe benefits, applicable indirect costs and profit) and ODC burden rate(s), applicable under the contract should be provided by each offeror in Section J, Attachment 2.

(See Section J – Attachment 2)

The specific level of effort required will be identified on individual task orders placed under this contract.

## B.6 LABOR CATEGORIES

The table below summarizes the generic educational and experience requirements for senior, mid-career, and junior technical staff - applicable to each labor category in Section J – Attachment 2 - Tables 2a, 2b, and 2c. MCC may from time to time request other areas of technical expertise germane to compact development and implementation depending on specific requirements.

TABLE 1: GENERAL QUALIFICATIONS - SENIORITY

	General Qualifications
Senior	20+ years professional experience relevant to the labor category Professional Designation as appropriate.
Mid-Career 1	12- 20 years relevant professional experience. Professional Designation as appropriate.
Mid-Career 2	5-12 years relevant professional experience Professional Designation as appropriate.
Junior	Zero to five (5) years relevant professional experience.

The specific requirements for technical staff will be described in individual task orders. In general, the following qualities are often useful:

- Relevant experience applying good international industry practice to projects (e.g. the International Finance Corporation's Performance Standards);
- Relevant experience in the sectors in which MCC invests (see Section C.2);
- Excellent English skills;
- Experience working in developing countries; and
- Language skills relevant to the country of a given assignment. Examples include French, Spanish and Portuguese.

**Important note:** Firms responding to this Request for Proposals may relate to one, two, or all three of the following functional areas: (1) environmental assessment and management; (2) social assessment and

management; and (3) resettlement. A fourth area listed below (project management in support of these technical functions) is a core function that MCC expects all firms to assume.

## **Labor Categories for: Environment and Social Management**

### **1. Environmental Assessment and Management. Specialists in:**

- a. Environmental impact assessment;
- b. Environmental management systems;
- c. Civil / environmental engineering;
- d. Environmental remediation / restoration;
- e. Biodiversity conservation / natural resource management;
- f. Pest management;
- g. Water resources management  
(including watershed management, hydrology, wastewater treatment, water supply);
- h. Agriculture;
- i. Air quality;
- j. Pollution prevention / resource efficiency;
- k. Solid waste management;
- l. Hazardous waste management (e.g. contaminated soils, asbestos);
- m. Health & Safety (both occupational, health and safety and safety of communities interacting with projects);
- n. Geographic Information Systems;
- o. Institutional development and
- p. Regulatory, policy, or legal systems.

### **2. Social Assessment and Management. Specialists in:**

- a. Social impact assessment;
- b. Gender;
- c. Cultural heritage;
- d. Public health (e.g. HIV);
- e. Indigenous peoples;
- f. Labor and working conditions;
- g. Geographic Information System; and
- h. Institutional development.

### **3. Resettlement. Specialists in:**

- a. Resettlement;
- b. Social science / social impact assessment / participation;
- c. Gender;
- d. Cultural heritage;
- e. Geospatial Information Systems;
- f. Data Contract Management;
- g. Communications;
- h. Legal issues (resettlement);
- i. Censuses taking/enumeration, asset inventory and socio-economic surveys; and
- j. Asset valuation.

### **4. Project support (cross cutting)**

- a. Project manager;
- b. Administrative assistant; and
- c. Documentation expert (for production of professional products in Microsoft Office products).

## **B.7 ADDITIONAL LABOR CATEGORIES**

In the performance of this contract, it may become desirable to add new labor categories to Section B. In such cases, the Government may identify additional labor categories and the Contractor shall, in good faith, negotiate the hourly rates for the categories with the Contracting Officer. Upon completion of such negotiation, the Contracting Officer will modify the contract to add the new categories.

(End of Section B)

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## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.O INTRODUCTION**

The Millennium Challenge Corporation (MCC) is a Federal Corporation created under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 2004. It is tasked with managing and implementing the Millennium Challenge Act (MCA), which Congress approved to provide United States assistance for global development. The MCA is an innovative foreign assistance program designed to “reduce poverty through sustainable economic growth” in some of the poorest countries in the world. MCA provides incentive for policy reforms by rewarding countries with additional resources that complement those of other bilateral U.S. development programs and other donors.

MCC is managed by a Chief Executive Officer and a public-private Board of Directors comprised of the Secretary of State, Secretary of the Treasury, U.S. Trade Representative, USAID Administrator and four individuals from the private sector appointed by the President with the advice and consent of the Senate. It draws its diverse staff from other government agencies, the private sector, universities, international development agencies and non-government organizations. To date, MCC has approved over \$9.8 billion in Compact and Threshold programs worldwide that support country-determined sectors such as: agriculture and irrigation, transportation (roads, bridges, and ports), water supply and sanitation, access to health, finance and enterprise development, land rights and access, and access to education.

For a country to be selected as eligible for an MCC assistance program, it must demonstrate a commitment to policies that promote political and economic freedom, investments in education and health, the sustainable use of natural resources, control of corruption, and respect for civil liberties and the rule of law, as measured by 20 independent and transparent policy indicators. These indicators measure how well countries perform in three broad policy categories: ruling justly, investing in people, and encouraging economic freedom. In determining country eligibility, MCC’s Board selects MCA eligible countries that are above the median on at least half of the indicators in each of the three categories and above the median on the corruption indicator. The Board may consider additional information and take into account factors such as data gaps or lags to select the countries that will be eligible for MCA assistance.

Recognizing that development is achieved by a country's own efforts, policies, and people, MCC gives selected countries the opportunity to identify their own priorities for achieving sustainable economic growth and poverty reduction. Countries develop their MCA proposals in broad consultation with their own society. MCC teams then work in partnership to help countries develop an MCA program which will reduce poverty and sustain economic growth. The MCA program is reflected in a Compact that defines responsibilities and includes measurable objectives and targets to assess progress. The Compact also describes how the country will manage and implement its MCA program, including how it will ensure financial accountability, transparency, and fair and open procurement.

## C.1 BACKGROUND

### C.1.1 Compact Development Process

The process for Compact Development adopted by MCC, in general terms, is outlined below.

#### Project Definition

Based on a constraints analysis and initial public consultations, the MCC Washington based transaction team analyzes more thoroughly specific problems and opportunities to identify possible projects for MCC funding. Once the country selects its initial pool of potential projects for MCC investment, it prepares and submits a Concept Paper for each, describing the (i) project rationale, activities, and costs, (ii) sector context and regulatory environment, (iii) existing preparatory work, (iv) expected benefits and beneficiaries, (v) environmental and social risks, (vi) mechanisms in place or contemplated to ensure sustainability, and (vii) proposed implementation arrangements.

Upon receipt of Concept Papers, the transaction team undertakes the following steps: (i) initial assessment and draft Concept Assessment Memorandum, (ii) formal internal peer review, (iii) informal external peer review, and (iv) preparation of the final Concept Assessment Memorandum (CAM), which is cleared by department management, and transmitted, to government of the compact eligible country.

**C.1.2 Initial Concept Paper Assessment:** This step is conducted primarily by the MCC transaction team, and concludes with a recommendation to proceed to full project development, postpone a decision pending receipt of further information from the country or further investigation by the transaction team, or reject the project concept outright. The assessment should focus on all types of project risk, including: rationale, expected impact, sustainability, safeguards, implementation risk, and level of preparation.

In conducting this initial assessment, it is expected that MCC transaction teams already will be familiar with concept projects from their earlier upstream engagement with the core team. Team findings are summarized for each project in tabular or memo format for circulation to the peer review panel. These findings, together with additional recommendations and issues provided through peer review, for the basis of the CAM, discussed in sections below.

**C.1.3 Internal Peer Review:** The purpose of the internal peer review is to confirm the transaction teams' initial concept assessment and specifically to ensure that lessons and best practices from Compact implementation are considered both in the selection of projects, and the strategy for further development. The internal peer review should be particularly useful in identifying implementation risks, and developing a detailed checklist of outstanding issues that need further clarification by the country core team, and studies required for project development.

**C.1.4 External Peer Review:** MCC believes collaboration with existing donor agencies is a crucial resource for addressing the concept assessment questions outlined above. Specific project concepts provide an opportunity to explore further past or ongoing experience in sectors of interest, particularly around issues of sustainability, implementation capacity, and timeline risk.

**Recommendation:** On the basis of the work described above, the MCC transaction team prepares for departmental approval a final communication from MCC to the government. This communication, addressed to a senior government official charged with overseeing the relationship with MCC, will outline MCC's decisions and next steps, and include as an attachment the final CAM.

#### Project Development and Appraisal

**C.1.5 Project Development:** The project development phase will entail completion of requisite project preparatory studies, including *inter alia* feasibility and preliminary design studies, environmental and social assessments, and economic and beneficiary analyses. It may not be possible to complete all of the planned



studies for all projects prior to submission of the overall program for Board approval and Compact signing. (See Compact Implementation Process below.) The objective is to minimize investment risk by attaining as much certainty as possible about the scope, activities, costs, mitigation measures and implementation arrangements prior to commitment of funds, and to minimize the time needed to enter into force.

**C.1.6 609(g) Funding:** When countries require financial assistance to undertake these additional studies, MCC can provide limited financial support using “609(g) funds.” Typically it will be faster for MCC to contract the necessary work under the FAR, than to conclude a 609(g) agreement with a recipient country that then must procure services under MCC Program Procurement Guidelines.

When MCC contracts these studies directly, it is important to agree, through a memorandum of understanding (MOU) with the country, on the roles and responsibilities of each party. The objective of the MOU is to ensure that:

Our counterparts are fully involved in, and own, the further development of their projects by assigning experts to work with all key contractors;

Arrangements for joint management and supervision of studies have been agreed with the country to promote country ownership of results, while retaining MCC’s rights as contract manager;

609(g) financed consultants receive the support they need from the country core team and *all* relevant government agencies to maximize their productivity and the quality of their work. Support includes counterpart experts, logistics (meeting arrangements, when needed), office space, data, and access to project sites and stakeholders; and

MCC and the country core team consider and assess the contractors’ work product together.

**C.1.7 Appraisal:** Based on the draft or final reports of project development studies, the transaction team assesses the viability of the proposed projects, with assistance from the internal peer review panel. The transaction team may choose to verify independently the quality of technical assessments financed and managed by the country, using MCC contractors. At this stage MCC and the country core team may need to agree to adjustments in project scope and approach, or make design modifications, to enhance impact, quality, implementability, and/or reduce costs. Where detailed assessments identify fatal flaws that cannot be mitigated through such modifications, the transaction team will recommend to department management to remove the proposed project from further consideration.

#### Investment Committee, Compact Negotiation and Signing

On the basis of study findings to date, technical negotiations and agreed implementation arrangements, the transaction team will prepare an Investment Memo (IM). During this phase, MCC and the country conduct negotiations on the legal documents that codify the technical content and administrative and implementation arrangements of the Compact. An Investment Memorandum is submitted to MCC’s IC for approval and, if approved, the text of the Compact legal document will be negotiated. Thereafter, the Compact is submitted to the MCC Board of Directors for approval and MCC and the country sign the approved Compact.

#### **C.1.8 Compact Implementation Process**

The Department of Compact Operations is responsible for the oversight of the successful implementation of the Compact within the five year MCC timeline.

As noted previously, it may not be possible to complete all of the studies required for successful construction of infrastructure during the Compact Development period. If such studies are not complete the Department of Compact Operations is responsible for ensuring that all studies necessary for the successful and safe implementation of the program are complete before MCC disburses funds. If the studies discover higher risks,

costs, environmental health and safety issues than were previously anticipated projects may need to be re-designed or scoped to meet MCC standards and time frames.

## **C.2 CONTEXT**

MCC's core mission is poverty reduction through economic growth. The purpose of the services provided under this contract is to assist MCC, working with partner countries, to integrate internationally accepted principles of environmental sustainability and social equity into the design and implementation of MCC-funded projects.

MCC's partner countries have primary responsibility for assessing and managing the environmental and social implications of MCC-funded projects, but MCC provides appropriate guidance, tools, and assistance and, where necessary, help to strengthen institutional capacity and policies to ensure this responsibility is carried out effectively and in accordance with MCC requirements. MCC is committed to working with partner countries to improve the environmental and social performance of their compacts by incorporating economically viable, cost effective measures into compacts that, among other things, promote energy efficiency, improve water resource management, support less carbon intensive land use practices, and ensure public health and safety, where these measures directly support or complement the underlying poverty reduction objectives of MCC-funded projects.

MCC has adopted the International Finance Corporation's Performance Standards on Environmental and Social Sustainability (IFC Performance Standards) as part of its approach to risk management and putting the MCC Environmental Guidelines into practice. The MCC Environmental Guidelines outline a process for how MCC addresses environmental and social risk. The IFC Performance Standards complement MCC's Environmental Guidelines and provide additional specificity and clarity on MCC's expectations for the environmental and social performance of Compact-funded activities. The Performance Standards are directed at MCAs and articulate environmental and social requirements for identifying and managing environmental and social risks and impacts at the project level and provide the performance benchmark MCC seeks.

## **C.3 SCOPE OF WORK**

The vast majority of countries eligible for MCC funding have requested assistance in addressing local environmental, social, health and safety (ESHS) aspects of projects. As such, MCC requires ESHS services to support the identification, assessment, design, implementation, and evaluation of MCC-supported projects. Services may therefore support any or all of compact development, implementation, and/or closure. Thus, they may range from a one-time request for 2 weeks of technical assistance with minimal staff to a full team of multiple experts for compact due diligence and a multi-year implementation oversight contract.

MCC investments are driven by the needs, opportunities, and objectives of partner countries. Given this demand driven approach, it is not possible to pre-determine the nature of future MCC compacts nor the exact mix of technical services that will be required to support them. With this limitation in mind, the section below provides an illustrative (but not exhaustive) list of potential MCC investments. Section C.4 then briefly summarizes how the technical services to be provided under this IDIQ would support the development and implementation of these investments.

### **C.3.1 Potential MCC investments include the following:**

1. **Transport**, including the construction or rehabilitation of :
  - a. Urban and rural roads;
  - b. Seaports;

- c. Airports; and
- d. Railroads.
- 2. Electrical power, including:**
  - a. Electrical generation (thermal or renewable source such as solar, small hydro);
  - b. Transmission (overhead and submarine lines);
  - c. Distribution; and
  - d. Rural electrification.
- 3. Other power:**
  - a. Biofuels and associated infrastructure.
- 4. Water Resource Management and Sanitation:**
  - a. Water supply and sanitation systems (urban and rural);
  - b. Wastewater treatment facilities;
  - c. Solid waste management, including sanitary landfills;
  - d. Drainage
  - e. Small Dams; and
  - f. Management of watersheds, wetlands, and coastal areas.
- 5. Industrial Site Development.** Industrial parks, agricultural processing facilities and zones.
- 6 Institutional Facilities** including vertical structures such as:
  - a. Schools;
  - b. Hospitals;
  - c. Health Centers;
  - d. Housing;
  - e. Animal Care Facilities;
  - f. Offices;
  - g. Visitor Centers; and
  - h. Courts, etc.
- 7. Agriculture and Irrigation Systems** including:
  - a. Canals;
  - b. Pumping Stations;
  - c. Reservoirs; and
  - d. Drainage Systems.
- 8. Natural resources management:**
  - a. Land Use Planning;
  - b. Sustainable Tourism Development; and
  - c. Protected Area Management.

#### **C.4 SERVICES RELATIVE TO THE COMPACT CYCLE**

As mentioned above, environmental, social, health, safety, and resettlement services will be required for any or all stages in the development and implementation of compacts. A critical element for success at all stages is successful integration with the work of teams within MCC and its country partners, including those responsible for designing and implementing the infrastructure elements of MCC compacts.

### **C.4.1. Compact Development – Due Diligence**

During compact development MCC requires input in three broad ways: (1) technical guidance to MCC's; (2) technical review of work completed by third parties; and (3) analyses carried out by the consultant. Each is briefly described below.

#### **C.4.1.1 Technical guidance to MCC**

Consultants may be asked to provide technical guidance in their area of expertise. This can take a wide variety of forms. For example, scoping is one of the most important stages in the development of any project. MCC seeks support to ensure that relevant environmental, social, health, safety, and resettlement risks and opportunities are fully considered throughout the compact development process.

#### **C.4.1.2 Technical review of work completed by third parties**

MCC regularly requires technical specialists to review non-MCC executed studies in terms of their *quality*, *adequacy* and *accuracy*. Consultants may be asked to provide recommendations regarding cost estimates (for the purposes of approving investment projects by MCC) and acceptability (go/no-go decisions in view of applicable standards). The technical review of MCC partner country-led environmental and social studies could include, but is not limited, to:

- Environmental and Social Assessments. Assessments typically include: screening, scoping, consultation, baseline conditions, analysis of impacts, analysis of cumulative effects, environmental and social mitigation plans, and related technical specifications for proposal documents. In some instances specialized HIV/AIDS plans and pest management plans will be prepared. Documents and processes should be consistent with the IFC Performance Standards; MCC Environmental Guidelines; and laws, regulations, and procedures of the host country;
- Strategic Environmental Assessments, environmental and social management frameworks, or other framework environmental assessments;
- Social and Gender Impact Analysis: Assessments typically include: gender integration plans and social/gender impact assessments, documents and processes needed to follow MCC Gender Policy and laws and procedures of the host country;
- Environmental and Social Management Plans;
- Resettlement Action Plans Resettlement Action Plan and Resettlement Policy Frameworks: resettlement surveys, analysis and plans in accordance with IFC Performance Standard 5; and
- Institutional Capacity and Risk Analysis: Institutional arrangements and capacity that would be mobilized to develop and implement the project, with particular emphasis on project management, supervision, construction contract management, and safeguards management. An analysis of past performance on implementation and identification of risks that have contributed to cost overrun, completion delays, process delays, quality failure or inadequacy, and excessive design changes during construction.

#### **C.4.1.3 Design and execution of environmental, social, health, safety, and resettlement analyses.**

Given MCC's country-led approach, environmental and social analyses are typically carried out by MCC country partners. Occasionally, there may be cases where MCC consultants are required to design and execute studies on behalf of MCC's country partners, but under the primary direction of MCC staff.

Consultants may be asked to design and execute studies including, but not limited, to:

- Environmental and Social Assessments, including Strategic Environmental Assessments and Rapid Biodiversity Assessments;

- Environmental and Social Management Plans, environmental and social impact management frameworks;
- Occupational Health and Safety Risk Assessments;
- Hazardous Waste Risk Assessments and Management Plans;
- Social and Gender Impact Analysis;
- Resettlement Policy Frameworks and Resettlement Action Plans; and
- Institutional Capacity and Risk Analysis.

#### **C.4.2 Oversight of Compact Implementation**

MCC places significant priority on country ownership, and to this end, compact implementation is the responsibility of the recipient governments. However, MCC retains and frequently exercises the right to review, approve, monitor, and audit any activity under the Compact. Through the MCC model of aid delivery, funds are made available to the recipient country based on satisfaction of conditions precedent to disbursement (CPs) and project progress. Thus, MCC acts in an oversight and advisory capacity to host country entities charged with implementing Compacts (typically referred to as Millennium Challenge Accounts or “MCA” units) which administer and manage the Compacts through a variety of subcontracts and implementing entity agreements.

Once the Compact has been signed between the eligible country and MCC and projects have become operational, the Consultant may assist MCC in conducting oversight of specific aspects of project implementation and performance. The Consultant may assist in monitoring engineering, environmental, social, health, safety, and resettlement aspects of project implementation to ensure completion of projects in accordance with the objectives, specifications, and CPs of the Compact. The Consultant may be asked by MCC to act on behalf of, and represent the sole interest of, MCC in conducting periodic in-country and desk reviews to provide assurance that funding should be continued and that projects are on track to meet agreed-upon specifications, schedules, milestones, and budgets related. Additionally, the Consultant may be asked to assist MCC in identifying potential unforeseen impacts of implementation and provide recommendations for resolution. Such reviews will take place in country or remotely and could address, among other things, the following:

- Project designs, cost estimates, scopes of work, tender documents, and draft contracts;
- MCA-contractor deliverables such as Environmental and Social Impact Assessments;
- Resettlement Action Plans, Site-specific Environmental and Social Management Plans, progress reports; and other project progress, performance and implementation reports;
- Estimates of completion costs and timing;
- MCA procurement plans, procurement reports, project work plans, and disbursement requests;
- Satisfaction of relevant conditions precedent and conditions for disbursement; and
- MCA and their contractors’ compliance with MCC Environmental Guidelines, IFC Performance Standards, project-specific environmental and social management plans, and other environmental and social performance requirements.

Additional information on MCC and the Compact Development and Implementation Cycle is available at [www.mcc.gov](http://www.mcc.gov).

(End of Section C)

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PRESERVATION, PACKING, AND MARKING**

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement.

(End of Section D)

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E. INSPECTION AND ACCEPTANCE**

Terms of Inspection and Acceptance are contained in 52.212-4.

(End of Section E)

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## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 PLACE OF PERFORMANCE

The place of performance will vary and will include the contractors' Home Office, Contractor's Headquarters, the MCC Offices located in Washington, DC and any MCC eligible or threshold country. Extensive international travel will be required during the performance of this ID/IQ contract. The specific place of performance will be identified in the Task Order.

### F.2 DELIVERABLES

All reports and deliverables shall be submitted in electronic format and in hardcopy as necessary and/or required in specific task orders. Deliverables will be considered "draft" upon initial receipt. Unless otherwise stated in task order, drafts will be reviewed and accepted or concerns raised/comments provided within two weeks of receipt. The contractor shall appropriately address the MCC's concerns and provide final deliverables within one week of receiving the MCC response unless otherwise stated in the task order.

### F.3 REPORTING REQUIREMENTS

Reporting requirements for each task order will be specified in the task order. All reports will be provided to the COR, with a copy of the cover page only to the Contracting Officer.

The following provides illustrative examples of the types of reports that may be required:

**Task Order Progress Reports.** Progress reports will provide a summary of the activities accomplished, deliverables submitted and approved or disapproved, problems and resolutions encountered during the month. It will also provide a summary of the activities anticipated during the upcoming reporting period. The report will highlight any circumstances that may lead to delays under the task order delivery schedule and the impact of such delay(s) to the remaining performance period. In addition, the report shall provide an overview of the actual expenditures to be billed, project of anticipated expenditures for the remaining task order period, and the funding remaining under the task order.

**Task Order Reports.** Reporting requirements for each task order (e.g., inception report, interim reports, etc.) will be specified in the task order.

**Yearly Report on Task Orders Awarded.** This report will be used to track overall work by the contractor and manage level of effort and ceiling.

**Task Order Final Report.** The final report will provide a summary of the activities accomplished, deliverables submitted and approved or disapproved, problems and resolutions encountered during the task order's performance period. It will also provide an overview of the actual expenditures billed, payments received, outstanding balance, final invoice amount, and any funding remaining under the task order.

## **F.4 KICK OFF MEETINGS**

**F.4.1 - Contract Kick Off Meeting.** The CO will hold a contract kick-off meeting with the selected offerors. Attendance to this meeting by the contractor(s) is NOT mandatory; however, strongly recommended. The purpose of the meeting will be to:

- Have MCC program and acquisition staff meet the Contractor and Contractors' overall management staff to define and clarify roles;
- Discuss the task order competition process;
- Discuss the general contract administrative process;
- Discuss the general task order administrative, invoicing, and reporting process; and
- Answer any questions.

**F.4.2 - Task Order Kick Off Meeting.** At the discretion of the CO, and as identified in the task order, the contractor and key personnel (as identified in the task order) may be required to attend a task order kickoff meeting. The kick off meeting will generally be held within 5 business days after task order award and the contractor's attendance is MANDATORY. The location of the kick off meeting will be at MCC discretion. Generally, the purpose of the kickoff meeting will be to:

- Have MCC task order program and acquisition staff meet the Contractor and Contractor's task order management staff, key personnel/subcontractors to define and clarify roles;
- Overview the requirements of the task order and finalize the task order delivery calendar Contract on the order's delivery schedule and critical milestones;
- Discuss SOW, task order objectives, and supplemental background and technical project information, as necessary;
- Review the contractor's project plan submitted under the task order proposal;
- Define and clarify roles related to the task order; and
- Answer any questions.

(End of Section F)

## **SECTION G- RESERVED**

(End of Section G)

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **H.2 TASK ORDERS**

MCC will issue specific task orders for each requested service. The task order will describe the assignment, define the specific services requested, specify deliverables, location and period of performance and provide budget parameters. The contractors shall not perform any work without MCC requesting such work through a task order. MCC must concur with the final timing, technical approach, team composition and budget before the contractor is authorized to implement services. MCC could provide supporting documents or other background information as appropriate.

When more than one contractor responds to a particular task order, MCC will make a selection based on the technical qualifications (expertise and experience) and cost, as judged by MCC. Selection criteria will be defined in each task order.

General parameters for task orders include:

- a. The maximum value of an individual task order shall not exceed \$5 Million. There is no expectation of average size of any task order issued by MCC;
- b. Task Orders may only be issued by a Contracting Officer. Each task order will carry a specific task order number which will be cited on each invoice placed against this IDIQ;
- c. The labor categories included under Section B.5 – Schedule will be used in executed task orders. When, additional labor categories are required for a task order, the contractors must propose fully loaded hourly rates and submit a labor description including the minimum years of experience and educational requirements. The rate may be negotiated for incorporation into the IDIQ contract or may be incorporated for the task order;
- d. The Contractor should note that the fixed labor rates in the task order award can be no higher than the negotiated rates. There shall be no consideration given to escalation rates during this contract's Period of Performance.
- e. Contractors may propose discounts to the labor rates or the ODC burden rate, as specified in Section B. The task order proposal must separately show the contract rate, the discount percentage, and the discounted rate. In the event of task order award, the hourly rates will be fixed and applicable through the entire task order performance period.

## **H.3 FAIR OPPORTUNITY TO COMPETE FOR TASK ORDER AWARD**

### **H.3.1 Fair Opportunity – General**

Each IDIQ contract holder shall be afforded a fair opportunity to be considered for each task order (also referred to as “order”) exceeding \$3,000 unless one of the exceptions described in paragraph entitled “Fair Opportunity Exceptions” applies. The requirement to provide Fair Opportunity may be met by review of contractor capabilities or evaluation of response to any request for task order proposal.

### **H.3.2 Fair Opportunity Exceptions**

Each IDIQ contract holder will be given a fair opportunity to be considered for task orders exceeding \$3,000, unless the CO determines that one of the following statutory exceptions applies:

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (iv) It is necessary to place an order to satisfy a minimum guarantee.

### **H.3.3 Request for Task Order Proposal**

The evaluation may be based on one or more technical factors such as defined in the request for task order proposal. To obtain services or other deliverables that are within the scope of this IDIQ, the Contracting Officer may issue orders using any of the pricing types specified in the IDIQ.

MCC will compete individual task orders for work within the scope of the basic IDIQ contract among the qualified IDIQ contract holders. Task Order competitions will be conducted in accordance with H.3.Fair Opportunity To Compete for Task Order Award.

No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

Individual task orders will clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders will be within the scope described herein, issued within the period of performance and be within the maximum ceiling of the contract. Only a Contracting Officer (CO) may modify the basic contract to change the scope, period or maximum ceiling.

## **H.4 OMBUDSMAN**

If a Contractor believes its organization has not been fairly considered for a particular task order, it may present the matter to the Contracting Officer. If the Contractor disagrees with the Contracting Officer’s explanation or decision, they may request a review of the Contracting Officer’s decision from the MCC’s task-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting facts from the Contracting Officer relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes.

The Ombudsman may be reached at the following address:  
Millennium Challenge Corporation  
Attn: Vice President for Administration and Finance  
875 15th Street, NW  
Washington, DC 20005

## **H.5 ALTERNATE DISPUTE RESOLUTION**

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

## **H.6 MCC NON-PERSONAL SERVICES**

- a. The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.
- b. Contractor personnel under this contract shall not:
  - (1) Be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer.
  - (2) Be placed in a position of command, supervision, administration or control over Government personnel.

(End of provision)

## **H.7 MCC ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT**

Title to all sources of data, documents, software, and materials paid for and/or delivered, and all other items pertaining to the work and services to be performed under task orders pursuant to this contract, including any copyright shall become the property of the Government and remain with the government upon completion. The government shall have the full unlimited rights to use each of these for its purposes without compensation or approval on the part of the contractor. The government shall have access to and the right to reproduce of the above mentioned items. Any proprietary and/or limited/restrictive rights data provided as an end product or component of an end item delivered under this contract shall be properly indicated as such in contract and task order proposals, in accordance with FAR 52.227-15, and shall be so marked upon delivery to the Government. Data, documents, and software delivered without marking shall be considered as delivered with unlimited data rights. The Contractor shall not mark data, documents, and software with limited/restrictive data rights unless it was developed at private expense.

(End of provision)

## **H.8 MCC NON-DISCLOSURE OF INFORMATION (Mandatory Subcontractor Flow down)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract/Task Order, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract/Task Order and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract/Task Order. In the performance of this contract/Task Order, the Contractor assumes responsibility for protection of the confidentiality of Government data and shall ensure that all work performed by its subcontractors shall be under the direction of the Contractor or the Contractor's responsible employees. Each officer or employee of the Contractor and any of its subcontractors to whom any Government data may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

(d) The Contractor's procedures for protecting against unauthorized disclosure of information shall not require MCC employees or staff to relinquish control or access of their work products, whether classified or not, to the Contractor.

(e) The Contractor agrees to include a similar requirement in each subcontract or teaming arrangement under this contract/Task Order. Subcontractors/Team Partners shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(f) In addition, Compact information that is specific to a particular country (e.g. compact proposal and agreement information) shall not be disclosed to persons in another country by Contractor personnel during the course of this contract.

(End of provision)

## **H.9 MCC KEY PERSONNEL**

The Contractor must provide and maintain all Key Personnel. Any changes are subject to prior approvals by MCC in accordance with the appropriate U.S. Government regulations.

(Key personnel will be designated at the Task Order level)

The Contractor shall provide resumes of Key Personnel for individual task orders. All personnel identified in a task order under this contract as Key Personnel are considered to be essential to the work being performed

hereunder. Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

(End of clause)

## **H.10 MCC GOVERNMENT FURNISHED FACILITIES**

All facilities, equipment, and materials supplied by the Government for on-site operations will be furnished in an "as-is" condition.

(End of provision)

## **H.11 MCC TECHNICAL DIRECTION**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Task Order.

(b) The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract/Task Order cost, the fixed fee (if any), or the time required for contract/Task Order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract/Task Order; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Task Order.

(c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting

Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract/Task Order modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract/Task Order and does not constitute a change under the changes clause of the contract/Task Order, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Task Order and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

(End of provision)

## **H.12 MCC 52.232-73 - TRAVEL REIMBURSEMENT (MAY 2013)**

*Policy.* When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

*a) Traveler Responsibilities.* All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

*b) Cabin Class Standards*

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach "premium" class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) *Airlines and Flights.* In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the “Fly America” rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) *Limitations.* Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) *Reimbursement Requests.* Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler;
- 2) Destination (s) including itinerary;
- 3) Purpose of the travel; and
- 4) Cost breakdown.
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) *Approvals.* All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class - Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate

disputes or appeals in connection with these requests. If the Department of State's policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see Attachment: Medical Accommodation Procedures. (Section J)

B) Sanitation/Health – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used Contract on the lack of advanced planning by the contractor or the COR).

E) Security – Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

2) Coach “premium” class - Must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

**NOTE:** Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

(End of clause)

### **H.13 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)**

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

#### **NON-DISCLOSURE AGREEMENT**

I, \_(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.



Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

**Company or Subcontractor**

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

\_\_\_\_\_  
[signatory]

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

(End of clause)

**H.14 MCC 52.204-70 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAY 2013)**

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures, including MCC's Background Investigations and Clearances (Security Clearances and Facility Access Clearances) for Federal Employment, Contract Service and/or Volunteer Service at the Millennium Challenge Corporation (MCC's Background Investigations and Clearance policy).

A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor candidates hired to work under contracts awarded by MCC and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information must be U.S. citizens or have Permanent Resident Status in the U.S. Contractor candidates will undergo a background investigation for a facility access clearance (a.k.a. a "favorable suitability" determination per MCC's Background Investigations and Clearance policy. The screening will determine the candidate's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for a Moderate Risk Public Trust (MRPT) position and fingerprint imaging to be reported to FBI national dataContracts and reported to MCC's Security & Office Services-Security Office (MCC/Security).

For contract positions with and in support of an MRPT position, a non-U.S. citizen foreign national (FN) who has Permanent Resident Status in the U.S. (a.k.a. holds a valid Alien Registration Card, commonly referred to as a "green card," although the actual card is no longer green), the contractor candidate must have been residing, working and/or attending school in the U.S. for the last two (2), preferably three (3), years in order for a meaningful background investigation to be conducted and the contractor candidate will be required to report all residences, work venues and/or school registrations for the last seven (7) years. Processing a MRPT background investigation for a foreign national with Permanent Resident Status may require waiting for receipt of a final Report of Investigation, at the discretion of MCC/Security, which might take up to 120 days after the candidate's reviewed background submission is released by MCC/Security for assignment to an investigator.

MCC/Security can only make a determination of a contractor candidate's eligibility to meet facility access clearance requirements when the candidate completes an on-line Questionnaire for Public Trust Positions (SF-

85P) and Supplemental Questionnaire for Public Trust Positions (SF-85PS) via OPM's electronic Questionnaire for Investigations Processing (e-QIP) which MCC/Security initiates and e-mails instructions to the candidate.

Contractor is required to have all affected personnel execute appropriate security forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as the SF-85P/SF-85PS, related signature releases and supplemental forms and submit to fingerprint imaging) as well as the SF-85P/SF-85PS, signature releases and supplemental forms and submit to fingerprint imaging) to MCC/ Security within seven (7) days after MCC/Security e-mail request is sent before a determination will be made with regard to the contractor candidate's access to MCC Headquarters or overseas RCD offices and/or MCCNet is approved. Contractor candidates may be permitted to work under the contract while the background investigation is being conducted at the discretion of MCC/Security. MCC/Security will provide the necessary background investigations forms – which must be submitted via OPM's on-line system – to each contractor candidate, whose Privacy Act protected rights will be protected in that details regarding a negative determination with regard to suitability will only be revealed to the individual contractor candidate by MCC/Security. (Also see "Contract Award" below.)

Contractor candidates for whom unfavorable or derogatory information is developed and/or reported during the background investigation process will be presented to the contractor candidate by MCC/Security and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract and access to MCC headquarters and/or any overseas MCC/Resident Country Director offices and/or MCCNet will be immediately terminated if the contractor candidate has been permitted to work in advance of completion of his/her background investigation.

The initial ineligibility decision will be communicated by the MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected contractor candidate directly by MCC/Security.

MCC/Security will follow USG-wide reciprocity mandate per The Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004, Title III, Sec. 3001 (12/06/2004) and may accept, via reciprocity, a previous investigation meeting or exceeding the MCC required investigation standard (NACLC and fingerprinting) and a related adjudication for a clearance meeting or exceeding the MCC-required clearance. Per IRTPA, the investigation must have been completed within the previous two calendar years. Contractor candidates may be required to submit updated security forms.

MCC/Security's decision to grant a facility access clearance to a contractor candidate will be communicated via the STARS Sharepoint New Hires dataContract and CGM will communicate the requirement for each contractor candidate to the contractor for attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All contractor candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the contractor candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the contractor candidate's status as a contractor who does not have access to national security classified information.

#### B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor candidates hired to work under contracts awarded by MCC who do not require access to MCC Headquarters are preferred to be U.S. citizens or have Permanent Resident Status in the U.S. Employment of any foreign national (FN) working within the U.S. must have been lawfully admitted into the U.S. in

accordance with immigration laws with eligibility to work within the U.S. Employment of a FN by MCC outside of the U.S. is subject to applicable security and legal requirements established by the Chief of Mission (a.k.a. Ambassador of the U.S. to the foreign country where the non-U.S. citizen FN will be engaged as an MCC contractor) and the U.S. Department of Treasury. Each Chief of Mission is selected by the Secretary of State at the U.S. Department of State in consultation with The White House Office of Presidential Personnel.

The contractor must provide to MCC/Security the full name, date of birth, place of birth, social security number (except for FN contractors not issued a social security number), home address, work telephone number and a home and/or personal cell telephone number via fax submission of MCC/Security's Personal Information Request Form. MCC/Security will use a contractor candidate's Privacy Act protected Personally Identifiable Information (PII) to screen each contractor candidate through various government dataContracts to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify each contractor candidate's suitability. Contractor personnel may be permitted, at the discretion of MCC/Security, work under the contract while the background investigation is being conducted.

Contractor candidates on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC/Security. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract.

The ineligibility determination will be communicated by MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected individual directly by MCC/Security.

### C. Personal Services Contractor Security Clearance Requirements

The number of Personal Services Contractors (PSCs) cleared for access to national security classified information will be limited only to those PSCs encumbering a Full-Time Equivalent (FTE) Federal employee position, Contractd on operational needs requiring the specific PSC to access national security classified information or systems in consultation with MCC's Human Resources Division and only with approval of the Vice President, Department of Administration & Finance. The level of access approved will relate directly to the level of national security classified information (secret = noncritical-sensitive FTE position or top secret = critical-sensitive FTE position) the PSC candidate requires in order to perform their official USG functions.

1. Personal Service Contractors (PSC). MCC/Security is responsible for investigation and clearance actions associated with PSC candidates who are directly compensated by MCC. MCC/Security will process the appropriate level of background investigations and grant appropriate level security clearances for all PSCs where MCC makes payment directly to the individual. The level of background investigation and clearance (secret = noncritical-sensitive or top secret = critical-sensitive) granted will be Contractd on the duties to be performed by the PSC as compared with the position of an MCC Federal employee in a similar position.

PSC candidates will be required to execute background investigation forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as a Questionnaire for National Security Positions (SF-86), signature releases and supplemental forms and submit to fingerprint imaging to be reported and reviewed by FBI national dataContracts) and submit to MCC/Security before access to the facility or MCCNet is approved. PSC candidates may be permitted to work, at the discretion of MCC/Security, under the contract while the background investigation is being conducted. MCC/Security will provide the necessary forms to the contractor candidate, will process the background investigation and grant, if interim name checks, credit check and fingerprint report permit, an interim secret-level security clearance and will adjudicate the PSC candidate's final security clearance within twenty (20) days of receipt of the PSC candidate's Report of Investigation (ROI).

Being granted either an interim and/or final security clearance (the latter of which may be granted via reciprocity, per IRTPA, if the PSC candidate has already been investigated and granted a security clearance by another Federal agency) require each PSC candidate to attend an MCC/Security Clearance Briefing and signature on a Classified Information Nondisclosure Agreement (SF-312) before MCC/Security will grant the PSC candidate a security clearance.

MCC/Security's decision to grant an interim or final security clearance to a PSC candidate will be communicated via the STARS Sharepoint New Hires dataContract and CGM will communicate the requirement for each PSC candidate to attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All PSC candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the PSC candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the PSC candidate's status and level of security clearance granted.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in NISP which much conduct classified business with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC Contracting Officer, in consultation with MCC/Security, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

#### D. Exceptions to Investigations Requirements

Contractor candidates are exempt from investigative requirements when working in temporary Low Risk Public Trust (LRPT) positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single continuous assignment or a series of assignments within a 365 day period. LRPT positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

Contractor candidates are exempt from investigative requirements when working in a part-time Moderate Risk Public Trust (MRPT) position, as defined in Section 4.18.2 of MCC's Background Investigations and Clearances policy:

***Moderate Risk Public Trust (MRPT) Position*** - Public trust positions in which an incumbent has the potential to have a *moderate to serious impact* on the integrity and efficiency of the service. Duties involved are considerably important to the agency or program mission with significant program responsibility or delivery of service. Positions include assistants to policy development and implementation; mid-level management duties or assignments; any position with responsibility for independent or semi-independent action; and delivery of service positions that demand public confidence or trust. **At this time, MCC staffing of contractor and intern positions are all MRPT positions.**

In addition, no part-time MCC MRPT contractor positions may exceed an aggregate of 1,200 hours within a 365 day period in either a single continuous appointment or series of appointments. If a contractor has not been investigated and has not been granted a facility access clearance by MCC/Security and the contractor's compensated hours approach 1,150 within a 365 day period, the contractor's hours must be closely monitored

by contracting officer and COR so as not to exceed 1,200 hours. MCC will not be required to compensate any individual who has not been investigated and who has not been granted a clearance by MCC/Security for hours in excess of 1,200 hours. If work is required in excess of 1,200 hours, the work assignment must be re-advertised and all candidates must re-compete for any additional assignments not to exceed 1,200 hours within another 365 day period.

#### E. Issuing MCC Access Badges

A Homeland Security Presidential Directive-12 (HSPD-12) compliant MCC Photo ID Badge Federal credential (badge) will be issued to contractors, Personal Services Contractors and Personal Services Contractor-FTEs with a permanent duty station assignment at MCC Headquarters or at an overseas MCC/Resident Country Director Office. Requirements before being issued a badge include submission of required background investigation forms for processing a facility access for a contractor of PSC or a security clearance for a PSC and mandatory attendance at an MCC Orientation Program/Security Briefing which are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources Division, and are generally held from 8:45 to 10:00 am, immediately followed by an IT Briefing. In addition, all PSCs whose position has been determined as one which requires access to classified information and whose investigation is sufficient to meet that requirement must attend an MCC/Security Clearance Briefing prior to being granted a security clearance and issued a badge. Due to HSPD-12, visitor badges are no longer available and all newly hired contractors, and PSC-s will require assistance from co-workers until their badge is issued by MCC/Security.

Contractors and PSCs who have undergone a background investigation (or who are in the process of undergoing a background investigation) and who are U.S. citizens may be eligible for 24/7 access to MCC headquarters. All non-U.S. citizen foreign nationals, who hold Permanent Resident Status, who have undergone a background investigation (or who are in the process of undergoing a background investigation) will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding Federal holidays and other U.S. government closings).

Contractor and PSC candidates who have not submitted the required background investigation forms and attended the required MCC/Security Briefing(s) will not be issued a badge nor building access cards and their access to MCC headquarters will require them to have an appointment which is documented in MCC's Workspeed Access Control System and must be escorted at all times while in MCC headquarters.

#### F. Work Performance

The contractor shall prescreen all candidates covered under this clause to ensure they initially possess the necessary investigative and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' clearance status to ensure that nothing has occurred which may negatively impact their employees' eligibility for a clearance.

Unless otherwise provided herein in no event will the need to process background investigations and clearances (including physical on-site access at MCC facilities) from MCC/Security be considered an excusable delay under the contract. In addition, the need to replace contract personnel determined by the MCC/Security to be ineligible will not be considered an excusable delay.

Failure to comply with the contractor personnel background investigation and clearance requirements herein may result in termination of the contract for default.

#### G. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall provide a list of all contractor candidates (and subcontractor candidates) working under the contract (unless otherwise stated in

the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include individual's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, MCC facility access, access to non-classified sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding background investigation and clearance issues. If the contractor has documentation which evidences an individual contractor candidate's previous/current background investigation and/or clearance status, the contractor will provide the individual contractor candidate's PII and investigations/clearance status to MCC/Security via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC/Security. The contracting officer will ensure that a STARS Sharepoint New Hires entry is made for each contractor candidate to ensure that MCC/Security is aware of future on-boarding of each contractor candidate. The contracting officer or COR is responsible to provide MCC/Security's Personal Information Request Form to the contractor with instructions to have each contractor candidate complete, sign and fax to MCC/Security at 202-521-3590 so that their background investigation and clearance process can begin. All involved should be cautioned that the completed and signed Personal Information Request Form not be scanned/e-mailed to anyone at MCC. Once the Personal Information Request Form has been provided to the contractor and/or contractor candidate, it is the contractor's responsibility to assure that the Personal Information Request Form is faxed to MCC/Security at 202-521-3590 within three (3) business days. Once the Personal Information Request Form is received by MCC/Security, the individual contractor candidate's eligibility for a clearance will be determined within three (3) business days. If a contractor candidate does not have a previous background investigation and clearance, MCC/Security will initiate an e-QIP and e-mail instructions to the contractor candidate to complete the investigative requirements (including fingerprinting) within seven (7) calendar days.

(End of clause)

#### **H.15 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (July 2012)**

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

(End of clause)

#### **H.16 MCC 52.232-74 OTHER DIRECT CHARGES (ODCS) REIMBURSEMENT (JAN 2007)**

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures

invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

#### **H.17 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)**

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

#### **H.18 MCC U.S. LANGUAGE AND U.S. CURRENCY**

Unless specified in a specific task order, all deliverables/documents, and proposal submissions, shall be provided to the Government in the English language. In addition, all cost or pricing and invoicing information provided under this contract, including task orders, shall be in U.S. Dollars. It is incumbent on the contractor to ensure translation, and currency conversion, have transpired effectively.

(End of provision)

#### **H.19 MCC 52.232-70 INVOICE INSTRUCTIONS (INTERIOR BUSINESS CENTER VERSION)**

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

**Fax:** 303.969.5151/7281 ATTN: MCC Payments, or

**Email:** [MCC\\_Accounting\\_NBCDENVER@nbc.gov](mailto:MCC_Accounting_NBCDENVER@nbc.gov), or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

**Interior Business Center (IBC)**  
M/S D-2773  
7301 West Mansfield Avenue  
Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone of the Contractor
- (2) Date of invoice and invoice number
- (3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable
- (4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)
- (5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Inquires regarding the status of invoices may be directed to NBC Accounting. The email address is:

**[MCC\\_Accounting\\_NBCDENVER@nbc.gov](mailto:MCC_Accounting_NBCDENVER@nbc.gov)**.

(End of clause)

## **H.20 MCC PUBLIC RELEASE AND DISSEMINATION OF INFORMATION**

The Millennium Challenge Corporation (MCC) is committed to public release and dissemination of information generated by contract performance. However, any release of information to the public will be done by MCC unless the contractor is otherwise authorized by the Contracting Officer.

(End of provision)



## **H.21 REMOVAL OF CONTRACTOR'S EMPLOYEES (Mandatory Subcontractor Flow down)**

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of the MCC mission or security.

## **H.22 TASK ORDER FUNDING STATUS.**

The contractor shall immediately notify the CO (with a copy to the COR) in writing when billing under a task order has reached 85% of the task order's not-to-exceed (NTE) amount(s) or whenever remaining funds are not sufficient to cover anticipated performance through to the order's expiration date; whichever is sooner. The contractor is cautioned that performance of work above the order's ceiling is at the contractor's own risk.

(End of provision)

## **H.23 MCC SUBCONTRACTING GOALS (Not Applicable to Small Business)**

The Prime Contractor shall provide the maximum possible subcontracting opportunities for small business participation in the performance of this contract. Included in this definition of small business is small business, veteran-owned service disabled small business, HUBZone small business, small and disadvantaged business, and woman-owned small business. MCC's goals for each are: small – 30%; small and disadvantaged business – 5%; HUBZone – 3%; woman-owned small business – 5%; and veteran-owned service disabled small business– 3%.

(End of provision)

(End of Section H)

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## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- [X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- [X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- [X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- [X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- [X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- [X] (iii) Alternate II (Oct 2001) of 52.219-9.
- [X] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [X] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [X] (23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C 632(a)(2)).
- [X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

#### **No clauses applicable**

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employee Eligibility Verification (JUL 2012)
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## **I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the IDIQ contract's effective date through the date specified in the order.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## **I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than TBD , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$5M;
- (2) Any order for a combination of items in excess of \$15M; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the last Task Order has been completed at a date mutually acceptable to both parties or is in compliance with standard contracting regulations.

(End of clause)

#### **I.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

**I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://intranet.mcc.gov>

(End of clause)

(End of Section I)

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## **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT 1: Standard Form 1449

ATTACHMENT 2 – Proposed Rates (Tables 2a, 2b, 2c)

ATTACHMENT 3 – Attachment to Travel Reimbursement - Medical Accommodation

ATTACHMENT 4 – Past Performance Survey Form

(End of Section J)

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## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

#### **K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business



operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned

by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses

that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.



(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

(End of Section K)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION	FEB 2007

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

#### L.2.1. Format

A complete proposal consists of two (2) separate volumes: Volume 1: Technical and Volume 2: Price. Offerors are required to submit 4 hard copies and 1 electronic copy of a redacted proposal. Redacted proposals must be free of any and all identifying marks, to include: company name, address, identity of employees/contingent employees, corporate logos, etc.

All proposal documents shall be submitted as outlined below:

- paper form (one original and three copies) on white, untextured paper;
- one copy on a CD formatted for Microsoft Office 2003 or 2007 or Portable Document Format (PDF) and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;

All proposals shall be submitted as outlined below in respect to page limitation:

- Technical (Volume I) shall be no more than 50 pages. The CVs shall be no more than 3 pages in length. The CV page count is not included in the overall Technical Volume Page Count.
- Pricing (Volume II) does not have a page limitation.

#### L.2.2 Electronic Copies on CD-ROM:

All electronic submissions should comply with the FAR in regards to timeliness. The electronic submissions shall be in the following format:

a. The electronic text shall be in Microsoft Word 2010 (.doc or .docx), uncompressed files. A directory identifying the file names and contents of each file shall accompany the submission. The price information shall be submitted as a separate file.

b. The electronic versions of spreadsheets shall be in Excel 2010 (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. Quoters shall not establish links within these files.

c. All quote data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software. Offerors shall NOT submit any documents in PDF that are copied as images. Offerors may use JPEG images for charts or screen shots.

**L.2.3 Cover Section:** Offeror shall submit a one to two-page cover section. This shall include company points of contact for technical and pricing related questions, acknowledgement of all amendments, and a statement specifying their agreement with all terms, conditions, and provisions included in the solicitation.

**L.2.4 Volume I Technical** – (Firms may propose to provide services for one, two, or all three of the broad functional areas defined below):

**Factor A. Firm Professional Qualifications, Sector Experience, and Staff Expertise**

**Broad Functional Areas:**

1. Environmental assessment and management
2. Social assessment and management
3. Resettlement

**Corporate Capability and Sector Experience**

Responding firms should identify their capacity to meet the requirements of the contract and provide information on staffing levels with the expertise required.

- Experience and demonstrated capacity of Offerors to accomplish the work. Offerors are to provide examples and reference contacts of prior successful experience for similar types of work.
- Offerors should provide information on their technical expertise and experience during the last five years, on contracts similar in nature to this task order, with MCC, USAID, other US Government organizations, multilateral and bilateral agencies, the private sector, and/or non-governmental organizations (NGOs). The information should summarize clearly the nature of the assistance contracted, the types of tasks performed, and the results achieved through the contract.
- Offerors shall provide a narrative of their experience in managing projects/*activities of a similar nature, especially in developing countries. Responses should demonstrate experience* working in developing countries, especially those low income and low middle income countries eligible to receive assistance from MCC. Particular emphasis should be given to the ability to find and deploy staff with relevant expertise in MCC-assisted countries.
- Firms should provide information on their capacity to carry out the activities described in Section C of this document. Firms are encouraged to highlight experience relevant to the application international best practice (including but not limited to the International Finance Corporation Performance Standards) in the technical areas outlined in this document.

Firms may subcontract and/or associate to enhance their capability of performing the tasks within this statement of work qualifications.

## Staff experience and expertise

MCC recognizes that the final selection of staff to carry out work will be done when specific tasks have been identified. That said, MCC does request CVs of staff that illustrate the capacity of the firm in a subset of labor categories. These are listed below, relative to the three broad areas of service. CVs are only requested for those service areas that a firm is bidding. Offerors are asked to identify the personnel mostly likely to participate in proposed work with MCC.

**Table: Illustrative CVs requested, by service area and labor category**

Labor Category	Functional Areas		
	Environment	Social	Resettlement
Project manager	X	X	X
Environmental impact assessment specialist	X		
Environmental management system specialist	X		
Civil/environmental engineer	X		
Environmental remediation / restoration specialist	X		
Water resources management specialist	X		
Health and Safety Specialist	X		
Geographic Information System specialist	X		
Social scientist / impact / participation specialist		X	X
Gender specialist		X	
Cultural heritage specialist		X	
Resettlement specialist			X

CVs should demonstrate the expertise and experience of each individual in supporting similar organizations. Please include information on the education, training, registration, longevity within the firm, overall and relevant experience, and language capabilities for key labor categories listed below. Language skills common to MCC partner countries (French, Spanish, and Portuguese) are particularly relevant. Firms should key their job categories to this listing, but are encouraged to supplement the listing with other job categories the firm anticipates are required to support the SOW. **Offerors should limit the length of each illustrative CV to no more than 3 pages each.**

### **Factor B: Management**

Responding firms should describe their management and team structure of the prime and all subcontractors under this requirement. The structure should identify prime and subcontractor office locations, illustrate its ability to implement the scope of work and strategy, identify roles and relationships between the project lead and home office staff, short-term advisors, and subcontractors. It should also describe proposed system for monitoring project activities and results and use of contract financial and human resources.

Please note that all large businesses should also submit a subcontracting plan (reference H.23) in accordance with 52.212-4 and 52.219-9.

Offerors should also describe its proposed system quality assurance and quality control.

### **Factor C: Past Performance**

This factor reflects the Government's confidence in the Offeror's probability of successfully performing as proposed. For MCC this will reflect the quality of the services provided, their timeliness, and cost. Firms are requested to highlight any past work that they may have done for MCC our counterparts, Millennium Challenge Accounts. Offeror's are asked to provide contact information for *at least* five individuals who, as the representatives for client organizations, were responsible for overseeing the offer's previous work (such as described above in Evaluation Factor A). Each relevant contract shall have been performed during the past five (5) years from the date of issuance of this solicitation.

Please ensure that the Past Performance Survey Form, at Attachment 4, is forwarded to each reference for completion and then forwarded to the MCC POC, Marilyn F. Williams, at [williamsmaf@mcc.gov](mailto:williamsmaf@mcc.gov) (202-521-3886). For past performance information to be provided by a proposed reference, in the event the reference is unreachable or does not respond in sufficient time for completion of evaluations, the Offeror will receive an "unknown risk" rating for that individual reference. A summary past performance risk assessment rating as defined in Table M.4 will be assigned based upon MCC's evaluation of past performance.

**L.2.5 Volume II Price** – The price volume shall be submitted in Microsoft Excel 2003 or 2007. Offerors shall name files in an unambiguous manner, using plain language text, which facilitates the evaluator's ease of accessing the files for evaluation, using standard naming conventions (e.g., Offeror name-volume name). Each volume shall be in a single searchable file, with copy/paste capability, and stored in a folder that corresponds to the proposal volume it represents. Offerors shall insert the file name in the header of each document. All disks shall be virus checked prior to submission. Replacement disks (CD ROM/CD-R) shall be required to update the final proposal resulting from any discussions, should they occur. It is the Offeror's responsibility to ensure that electronic copies and hard copies are an exact match. If there is a discrepancy between electronic copies and hard copies, the hard copy submission will be used to conduct evaluation. **Please submit the completed and signed SF 1449 (reference Section J Attachment 1)**

### **L.3 POINT OF CONTACT**

The Contract Specialist is the point of contact for this acquisition. Address any and all questions or concerns in writing to the Contract Specialist.

Millennium Challenge Corporation  
Attn: Marilyn Williams  
875 15<sup>th</sup> Street, N.W.  
Washington, D.C. 20005  
Phone: (202) 521-3886  
E-mail: [williamsmaf@mcc.gov](mailto:williamsmaf@mcc.gov)

### **L.4 DISCREPANCIES**

If an Offeror believes that the requirements in these instructions contain an error or omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

### **L.5 PROPRIETARY INFORMATION**

Information deemed by the Offeror to be proprietary shall be clearly marked as proprietary information and, where possible, shall be separated and provided in separate sealed envelopes for each technical proposal. Proposals submitted in response to this solicitation will not be returned. The Government will destroy any extra copies under proper security procedures.

## **L.6 PROPOSAL SUBMISSION AND DUE DATE**

Interested firms having the capabilities to perform this work are invited to submit **one original and three (3) hardcopies** of their proposal to:

Attention: Marilyn Williams at Millennium Challenge Corporation,  
875 Fifteenth Street, 2<sup>nd</sup> floor, NW,  
Washington, DC 20005.

In addition to the hard copies, one (1) electronic version of all data shall be submitted electronically in separate files reflecting technical and pricing to Marilyn F. Williams, Contract Specialist at **williamsmaf@mcc.gov** with the Subject Line: MCC-13-RFP-0082 ESHS.

This proposal shall be delivered to MCC (hard copies and electronic version) to Ms Williams no later than **June 10, 2013 by 2:00 PM EST** unless an amendment is issued changing the submittal information. Please note that if the proposal PDF file exceeds 10 MB in size it can be separated into no more than two (2) PDF files including: (a) Proposal Body file; and (b) Resumes of Key Personnel and job category file. Joint Ventures must clearly identify their intention to form a legal joint venture partnership, but are not required to provide documentation of legal agreements until contract award.

The most current version of the SF1449 (See Section J Attachment 1) must be used and may also be obtained from the Government Printing Office or from the following website: <http://www.gsa.gov/>. Offerors shall submit the SF1449 written in English using Font Size: 10 to 12 with each page numbered consecutively. SF1449 must contain Part I and Part II complete and current. Firms **may be** rejected for submitting incomplete SF 1449s, or for incorrect or missing elements.

### **Instructions for Courier or Hand delivered proposals:**

Hand delivered proposals shall be submitted by the due date and time to the Reception Desk on the **2<sup>nd</sup> floor of 875 15<sup>th</sup> Street, N.W., Washington D.C.** Offerors are instructed to request the guard in the lobby at 875 15<sup>th</sup> Street, N.W., Washington, DC to please call: 202-521-3600 Millennium Challenge Reception, and tell them that a proposal for Marilyn F. Williams, Contract Specialist at: 202-521-3886 is being delivered. Offerors or couriers will then be allowed to deliver proposals to the Second (2<sup>nd</sup>) Floor MCC Receptionist.

## **L.7 QUESTIONS RESULTING FROM THE RELEASE OF THE RFP**

Please submit all questions regarding this Combined Synopsis/Solicitation no later than **May 23, 2013 by 2:00 PM EST**. All questions shall be submitted in writing (email). Questions must be sent to Marilyn F. Williams, Contract Specialist via e-mail at [williamsmaf@mcc.gov](mailto:williamsmaf@mcc.gov). The SUBJECT line must read: Questions for Environmental, Social, Health, and Safety (ESHS). Responses/information/comments will be posted to FedBizOps as amendments to the original Combined Synopsis/Solicitation. Issuance of this solicitation notice does not constitute an award commitment on behalf of the U.S. Government (USG). The USG reserves the right to reject any and all offers received.

## **L.8 ORGANIZATIONAL OR CONSULTANT CONFLICTS OF INTEREST**

The Offeror's attention is directed to FAR part 9.5, as well as the Section H clauses entitled "ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST PRECLUSION FROM IMPLEMENTATION CONTRACT" and ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES."

The nature of potential conflicts of interest and the nature of the restraint upon future contractor activities are set forth in the above clauses. The terms set forth in the above clauses are not negotiable. Exceptions taken by the Offeror may render the Offeror's proposal non-responsive and unacceptable.

(End of provision)

## **L.9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) *Definitions.* As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### **L.10 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price/Time and Materials, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

#### **L.11 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:  
Millennium Challenge Corporation  
CGM: 2<sup>nd</sup> Floor  
875 Fifteenth St., NW  
Washington DC 20005

Mailing Address:  
Millennium Challenge Corporation  
CGM  
875 Fifteenth St., NW  
Washington DC 20005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.12 MCC 52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS (Jan 2009)**

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control. Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—

- (1) Shall not include profit for the transferring organization; but
- (2) May include profit for the prime Contractor.



(d) The fixed hourly rates for services that meet the definition of commercial item at FAR [2.101](#) that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price inter-organizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of Section L)

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## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 GENERAL INFORMATION

The Government intends to make multiple awards to the responsible Offerors whose proposals constitutes the most advantageous approach to MCC. The Government thus reserves the right to award on a best value determination with regard to the evaluation factors listed below.

MCC seeks expertise in three broad functional categories, as defined in Section B:

1. Environmental assessment and management
2. Social assessment and management
3. Resettlement

MCC's priority is to obtain the best technical services in each area, recognizing that not all firms will have expertise in all areas. For that reason, firms may propose to provide services for one, two, or all three of the broad functional areas listed above. These contracts shall be awarded as a full or partial award depending on mitigation of effort.

### M.2 EVALUATION PROCESS AND FACTORS

**M.2.1** The following evaluation factors will be used for award. These factors are ranked in descending order of importance. The evaluation shall be predicated on the adjectival rating system. The definition of each rating category is defined below.

#### Evaluation Factors

- A. Firms Professional Qualifications, Sector Experience, and Staff Expertise
- B. Management
- C. Past Performance
- D. Price

#### M.2.1.1 Evaluation Factor A. Firm Professional Qualifications, Sector Experience, and Staff Expertise

The evaluation will consist of assessing the Offeror's technical approach to accomplish the requirements described in the SOW. The Government will evaluate the Offeror's capacity to meet the requirements of the contract.

#### M.2.1.2 Evaluation Factor B. Management

The evaluation will consist of assessing the proposed approach for delivering high quality support services as defined in the SOW.

#### M.2.1.3 Evaluation Factor C Past Performance

The Offeror's past performance will be evaluated based on one or more sources of information including, but not limited to, past performance questionnaires, project descriptions, past performance information contained in various government databases and other sources. The Government reserves the right to obtain and utilize information obtained by the Government from sources other than those identified by the Offeror. The evaluation

will consider the extent of the Offeror's ability to meet project quality, performance, schedule, customer satisfaction, and will consider noted concerns or areas for improvement.

**Other Sources.** The Government reserves the right to contact and verify past performance information with references provided on the Past Performance Questionnaires, and to use any other past performance information available on the firm. Additional past performance data may be obtained through the Past Performance Information Retrieval System (PIPRS), the Contractor Performance Assessment Reporting System (CPARS) or similar systems, other Government departments and agencies, program managers, contracting officers, and other sources known to the Government (including commercial sources). Offerors will be given the opportunity to address any negative performance information resulting from the past performance assessment inquiries.

#### **M.2.1.4. Factor 4 – Price**

The proposed labor categories and associated skill and qualifications will be reviewed to determine if the labor rates proposed are reasonable for the type of services to be performed.

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. The fixed rates will be evaluated to determine whether they are reasonable for the conduct of the contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the offeror's quotation.

### **M.3. AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate proposals and award without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

### **M.4. EVALUATION METHODOLOGY**

The Government will use the following adjectives to evaluate Offerors' technical proposals for the IDIQ Contracts. The adjectives will be used in assessing the technical criteria and sub-criteria set forth above:

<b>Rating</b>	<b>Definition</b>
<b>OUTSTANDING</b>	The proposal exceeds the fullest expectations of the Government. The Offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and its proposal should result in outstanding, effective, efficient, and economical performance under the order / contract. An assigned rating of "outstanding" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government
<b>EXCELLENT</b>	The proposal demonstrates a level of effort that fully meets the statement of work (SOW) requirements and could produce results which should prove to be substantially beneficial to the project, containing essentially no weaknesses. Fulfilling the definition of "excellent" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a level of effort that fully

Rating	Definition
	meets or exceeds the Evaluation's requirements in a way that should prove to be substantially beneficial to the project.
<b>SATISFACTORY</b>	The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of "satisfactory" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a "satisfactory" understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the Offeror's performance
<b>MARGINAL</b>	The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. A rating of "marginal" indicates that, in terms of the specific factor (or subfactor), the proposal marginally meets the standard for minimal but acceptable performance. The Offeror may complete the assigned tasks; however, there is at least a moderate risk that the Offeror will not be successful.
<b>UNSATISFACTORY</b>	The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unsatisfactory. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating of "unsatisfactory" indicates that in terms of the specific factor (or subfactor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

Mere restatement of the requirements, or, should the proposal contain statements from the Offeror that the proposal is compliant with the RFP without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the proposal would be so non-compliant and vague as to require a major revision, it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well-tailored" to the MCC environment.

Any proposal receiving a "Marginal" or below rating shall not be considered for Award.

Responding firms may be invited to make oral presentations in support of their proposal. Successful firms are advised that they would not be eligible for award of a contract (funded by a MCA out of the proceeds of a Compact) to implement a specific project for which they provided development, assessment, evaluation or monitoring services to MCC or the eligible country hereunder.

## Past Performance Risk Assessment Rating

Rating	Definition
Low Risk	Based on the Offeror's performance record, essentially no doubt exists that the Offeror can successfully perform the required effort.
Moderate Risk	Based on the Offeror's performance record, some doubt exists that the Offeror can successfully perform the required effort.
High Risk	Based on the Offeror's performance record, significant doubt exists that the Offeror can successfully perform the required effort.
Unknown Risk	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the Offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.

If a selection will be made without conducting discussions/negotiations, an Offeror shall be given the opportunity to clarify the relevance of an Offeror's past performance information and *adverse past performance information to which the Offeror has not previously had an opportunity to respond*. If the adverse past performance information, to which the Offeror has had no opportunity to respond, is the reason an Offeror may not receive an award without discussions, the Offeror will be provided an opportunity to address the information. This communication will not constitute discussions.

### M.5 MULTIPLE AWARDS

The Government intends to make multiple awards to multiple offerors based on the quality and content of the proposals as discussed in Section M. The decision to make multiple awards will be based on the final ratings of proposals and MCC anticipates no less than 5 awards. MCC reserves the right to determine its optimal solution. Proposed Pricing will need to be competitive to ensure highly ranked technical proposals are awarded contracts.

(End of Section M)

(End of Solicitation: MCC-13-RFP-0082)